

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

JORGE ANTONIO CEBALLOS ALICEA
CARMEN LUISA RODRIGUEZ DAVILA

Debtor(s)

BANCO POPULAR PUERTO RICO -
MORTGAGE DIVISION

Movant

JORGE ANTONIO CEBALLOS ALICEA
CARMEN LUISA RODRIGUEZ DAVILA
and Chapter 13 Trustee,
ALEJANDRO OLIVERAS RIVERA

Respondent(s)

CASE NO. 08-01139 SEK

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, BANCO POPULAR PUERTO RICO - MORTGAGE DIVISION, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on February 28, 2008.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$125,000.00, bearing interest of 7.5%, due on June 01, 2037. Exhibit A-1.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrued up to the date all post petitions arrears are paid.**

6. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

7. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to ALEJANDRO OLIVERAS RIVERA, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the 15 day of July, 2010.

CARDONA JIMENEZ LAW OFFICES, PSC
Attorney for BANCO POPULAR PUERTO RICO -
MORTGAGE DIVISION
PO Box 9023593
San Juan, PR 00902-3593
Tels: (787) 724-1303, Fax No. (787) 724-1369
E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504
jf@cardonalaw.com 

s/Vivian Ortiz Ponce, USDC PR 211611
vortiz@cardonalaw.com

BANCO POPULAR DE PUERTO RICO

Request for Legal Action

EXHIBIT - A

TO: Cardona - Jimenez Law Office

Loan Number: 1855

Debtor: JORGE ANTONIO CEBALLOS ALICEA

Debtor: CARMEN LUISA RODRIGUEZ DAVILA

BKR #: 08-01139

Date Filed: 02/28/08

Total Payments Due: 2

Pre-Petition: 0

Post-Petition: 2

Post-Petition Arrears:

2	Months @	897.00	1,794.00
0	Months @	0.00	0.00
0	Months @	0.00	0.00
2	Late Charges @	43.70	87.40

SUBTOTAL \$1,881.40

Attorney Fees	250.00
Inspections	0.00
Filing Fees	150.00
Other Charges	0.00

TOTAL \$2,281.40

NOTE:

All installment payments must be made up to the current month, including legal fees and late charges.

DUE DATE: 06/01/10

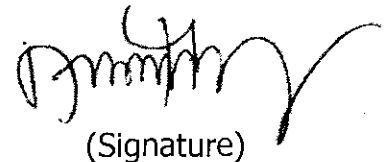
PRINCIPAL BALANCE \$121,383.10

Verified Statement

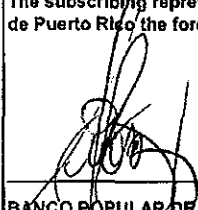
I, the undersigned, declare under penalty of perjury that the amount claimed by Movant in the foregoing Motion represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty of perjury that I have read the foregoing Motion and that the facts alleged are true and correct to the best of my knowledge.

Name: JOSE D. HERNANDEZ

Title: Manager Legal Division & Bankruptcy Dept.


(Signature)

This Verified Statement was prepared this 15 day of July of 2010 and includes all payments received until said date.

STATEMENT OF ACCOUNT					
DEBTOR:		Jorge A. Ceballos Alicea		BPPR NUM: 1855	
BANKRUPTCY NUM:		08-01139SEK		FILING DATE: 02/28/08	
SECURED LIEN ON REAL PROPERTY					
Principal Balance as of 06/01/10				121,383.10	
Accrued Interest from 05/01/10 to 07/31/10				2,275.93	
Interest:	7.500%	Accrued num. of days:	90	Per Diem:	25.288146
Monthly payment to escrow					
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00
A&H	\$0.00	Life	\$0.00		
Total montly escrow		\$0.00	Months in arrears	2	Escrow in arrears
					0.00
Accrued Late Charge:					262.90
Advances Under Loan Contract:					
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00
					57.00
Other	\$22.00				
Legal Fees:					75.00
Total amount owed as of 07/31/10				124,053.93	
AMOUNT IN ARREARS					
PRE-PETITION AMOUNT:					
0	payments of	\$897.00	each one	0.00	
accumulated lated charges					175.50
Advances Under Loan Contract:					
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00
					57.00
Other	\$22.00				
Legal Fees					75.00
A = TOTAL PRE-PETITION AMOUNT					307.50
POST-PETITION AMOUNT:					
2	payments of	\$897.00	each one	1,794.00	
Late Charge					87.40
B = TOTAL POST-PETITION AMOUNT					1,881.40
A + B = TOTAL AMOUNT IN ARREARS					2,188.90
OTHER INFORMATION					
Next pymt due	06/01/10	Interest rate	7.500% P & I	\$874.02	Monthly late charge
Investor	BANCO POPULAR DE PUERTO RICO		Property address	URB. VILLA FONTANA HL-15 VIA 24 CAROLINA PR 00983	
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">  <p>BANCO POPULAR DE PUERTO RICO</p> </div> <div style="width: 35%; text-align: right;"> <p><u>07/12/10</u></p> <p>DATE</p> </div> </div>					

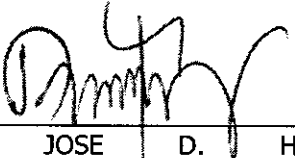
SACCTFHA Gerardo Cáceres

VERIFIED STATEMENT

I, JOSE D. HERNANDEZ , of legal age, single, Manager of the Legal Division and Bankruptcy Department at Banco Popular of Puerto Rico, and resident of Guaynabo, Puerto Rico, declare under penalty of perjury:

1. That as part of my duties as Manager of the Legal Division and Bankruptcy Department at Banco Popular of Puerto Rico. I verified all documents related to all secured claims filed by Banco Popular of Puerto Rico (its affiliates and subsidiaries) at the Bankruptcy Court including, but not limited, to mortgage notes, endorsements, deed of mortgage, perfection of the security interest and certificate of indebtedness.
2. That upon a search and verification of the documents and records related to this case kept at Banco Popular of Puerto Rico, in the regular course of business, I attest under penalty of perjury that the secured claim filed is guaranteed by a Mortgage Deed and a Mortgage Note duly endorsed and payable to the order of to Banco Popular of Puerto Rico.
3. That the original of said mortgage with is either at a banks vault for safekeeping or is part of a pool of mortgages in which Banco Popular of Puerto Rico acts as servicing agent and thus, there is not a copy readily available to be submitted as part of this procedure.

IN TESTIMONY WHEREOF, I SIGN THESE document under penalty of perjury in San Juan, Puerto Rico this 15 day of July, 2010.



JOSE D. HERNANDEZ



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Factura BCJLO-04-0800423 Fecha: 04/11/2008

Notice:

CASE: BUFETE CARDONA JIMENEZ BIANCA ANKRUPTCY #08-01139

RE: JORGE A. CEBALLOS ALICEA ACCOUNT: 1855

PROPERTY NUMBER: #6682 recorded at page 75 of volume 185 of Carolina, Property Registry of Carolina, section 1st.

DESCRIPTION: URBANA: Solar marcado con el #15 del bloque "HL" de la urbanización Villa Fontana, barrio Sabana Abajo, municipalidad de Carolina, Puerto Rico, con n área de 279.30 metros cuadrados; colindando por el Norte, con calle #28 distancia de 13.30 metros; por el Sur, con Paseo y solar #13 distancia de 13.30 metros; por el Este, con el solar #16 distancia de 21.00 metros y por el Oeste, con el solar #14 distancia de 21.00 metros.

Enclava edificación.

ORIGIN: Main Property #10,513 recorded at page 1 of volume 273 of Carolina

FEE SIMPLE: Title is vested in favor of JORGE ANTONIO CEBALLOS ALICEA and his wife CARMEN LUISA RODRIGUEZ DAVILA who acquired for the purchase price of \$125,000.00 from Zoraine Esther Jiménez Quiñones, single, pursuant to Deed #595 executed in San Juan on May 28, 2007 before Notary Public Juan Luis Romero Sánchez, recorded at page 149 of volume 964 of Carolina, property #6682 and inscription 10th.

ENCUMBRANCES: By its origin: Easement in favor of AAA, AFF, PRTC, Municipality of Carolina, Restrictive Conditions and property #11,120.

BY ITSELF: Mortgage constituted by JORGE ANTONIO CEBALLOS ALICEA and his wife CARMEN LUISA RODRIGUEZ DAVILA guaranteeing a note in favor of Popular Mortgage Inc. and/or its assigns for the amount of \$125,000.00 at 7.50% interest yearly, due at July 1, 2037, constituted pursuant to Deed #596 executed in San Juan on May 28, 2007 before Notary Public Juan Luis Romero Sánchez, recorded at page 149 of volume 964 of Carolina, property #6682, Inscription 11th.

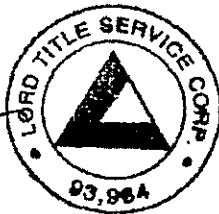
NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

Run for state and federal attachments, judgements and electronic daily log (Agora System).

April 11, 2008

NOEL A. HERNANDEZ GUZMAN
PRESIDENT

13-c



0804-0568

THIS IS NOT A TITLE INSURANCE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. LIABILITY FOR THIS TITLE SEARCH IS LIMITED TO THE AMOUNT PAID FOR IT. FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY.

**NOTE
PAGARÉ**

May 28th, 2007
DATE
Fecha

Guaynabo
CITY
Ciudad

Puerto Rico
STATE/U.S. TERRITORY
Estado/Territorio U. S.

PROPERTY ADDRESS: Solar #15, Bloque "HL", Urbanización Villa Fontana, Barrio Sabana Abajo, Carolina, Puerto Rico

Dirección de la Propiedad: HL-15 Via 24, Villa Fontana Dev., Carolina, PR 00983

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$125,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Popular Mortgage, Inc. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

1. PROMESA DEL DEUDOR DE PAGAR

A cambio de un préstamo que he recibido, prometo pagar U.S. \$125,000.00 (esta cantidad se llamará "Principal"), más intereses a la orden del Prestador. El Prestador es Popular Mortgage, Inc. Haré todos los pagos bajo este Pagaré en efectivo, con cheque o giro.

Entiendo que el Prestador puede traspasar este Pagaré. Se llamará el "Tenedor del Pagaré" al Prestador y a cualquiera a quien se traspase este Pagaré y tenga derecho a recibir pagos bajo el mismo.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

2. INTERESES

Se cargarán intereses sobre el principal adeudado, hasta que se salde la suma total del Principal. Pagaré intereses a la tasa anual de 7.500%.

La tasa de interés impuesta en esta Sección 2 es la tasa que pagaré tanto antes como después de cualquier incumplimiento descrito en la Sección 6(B) de este Pagaré.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month, beginning on July 1st, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on June 1st, 2037 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at Popular Mortgage, Inc., Altamira Popular Center, 1901 Avenida Jesús T. Piñero, San Juan, PR 00920, or at a different place if required by the Note Holder.

3. PAGOS

(A) Tiempo y Lugar de los Pagos

Pagaré el principal y los intereses haciendo un pago cada mes.

Haré mis pagos mensuales el día primero de cada mes, comenzando el primero (1ro.) de julio de 2007. Haré estos pagos cada mes hasta que haya pagado todo el principal y los intereses, y cualesquiera otros cargos aquí establecidos que pueda adeudar bajo este Pagaré. Cada pago mensual se aplicará conforme su fecha de vencimiento, y será aplicado a intereses antes que al Principal. Si a primero (1ro) de junio de 2037 aún adeudo sumas bajo este Pagaré, pagaré dichas sumas en su totalidad en esa fecha, la cual se llamará "Fecha de Vencimiento".

Haré mis pagos mensuales en Popular Mortgage, Inc., Altamira Popular Center, 1901 Avenida Jesús T. Piñero, San Juan, PR 00920, o en un lugar distinto si lo requiere el Tenedor del Pagaré.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$874.02.

(B) Cantidad de los Pagos Mensuales

Mis pagos mensuales serán por la cantidad de U.S. \$874.02.

*J.C.
C.R.D.*

4. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

4. **EL DERECHO DEL DEUDOR A PAGAR ANTICIPADO**

Tengo el derecho de hacer pagos al Principal en cualquier momento antes de que vengan. Un pago al Principal solamente se conoce como un "Pago Anticipado". Cuando haga un Pago Anticipado, le diré al Tenedor del Pagaré por escrito que lo estoy haciendo. No puedo identificar un pago como Pago Anticipado si no estoy al día en mis pagos mensuales bajo el Pagaré.

Podré hacer un Pago Anticipado completo o Pagos Anticipados parciales sin pagar un cargo por Pago Anticipado. El Tenedor del Pagaré usará mis Pagos Anticipados para reducir el balance de Principal que adeude bajo este Pagaré. No obstante, el Tenedor del Pagaré podrá aplicar mi Pago Anticipado al pago de intereses acumulados vencidos antes de aplicar mi Pago Anticipado para reducir la suma Principal del Pagaré. Si hago un Pago Anticipado parcial, no habrá cambios en la fecha de vencimiento o en la cuantía de mi pago mensual, a menos que el Tenedor del Pagaré acuerde por escrito dichos cambios.

5. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces the Principal, the reduction will be treated as a partial Prepayment.

5. **CARGOS DEL PRÉSTAMO**

Si una ley que aplique a este préstamo y que fije un máximo a los cargos impuestos es interpretada en forma final al efecto que los intereses u otros cargos cobrados o por ser cobrados a tenor con este préstamo excediesen los límites permitidos, entonces (a) cualquier tal cargo se ajustará por la cantidad necesaria para reducir el cargo al límite permitido; y (b) me será reembolsada cualquier suma ya pagada por mí que exceda los límites permitidos. El Tenedor del Pagaré podrá escoger entre aplicar este reembolso para reducir el Principal que adeude bajo este Pagaré, o hacerme un pago directo. Si un reembolso reduce el Principal, el reembolso se tratará como un Pago Anticipado parcial.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

6. **INCUMPLIMIENTO DEL DEUDOR DE PAGAR SEGÚN REQUERIDO**

(A) **Cargos por Demora por Pagos Vencidos**

Si el Tenedor del Pagaré no ha recibido la cantidad total de cualquier pago mensual pasados 15 días calendario de su fecha de vencimiento, le pagaré un cargo por demora. El cargo será 5% del pago vencido de principal e intereses. Pagaré este cargo por demora prontamente, pero solamente una vez por cada pago tardío.

(B) **Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) **Incumplimiento**

Incurriré en incumplimiento si no pago la cantidad total de cada pago mensual a la fecha de su vencimiento.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least thirty (30) days after the date on which the notice is mailed to me or delivered by other means.

(C) Aviso de Incumplimiento

Si incurro en incumplimiento, el Tenedor del Pagaré podrá enviarme aviso escrito diciéndome que si no pago la cantidad vencida para cierta fecha, podrá requerirme saldo inmediato de la suma total del Principal que no ha sido pagado, más todos los intereses que adeude sobre esta suma. Esa fecha tiene que ser por lo menos treinta (30) días después de la fecha en que me sea enviado el aviso por correo, o entregado por cualquier otro medio.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) No Renuncia por el Tenedor del Pagaré

Aun cuando a la fecha en que incurro en incumplimiento el Tenedor del Pagaré no me requiera que pague la totalidad inmediatamente, según expresado anteriormente, el Tenedor del Pagaré tendrá derecho a hacerlo si vuelvo a incurrir en incumplimiento en un fecha posterior.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has notified me that I am required to pay immediately in full as described above, or the Note Holder seeks judicial collection or collection in a bankruptcy proceeding, the Note Holder shall be entitled to collect its costs and expenses to enforce this Note (including, but not limited to, attorneys' fees), which are fixed at the agreed and liquidated amount of ten percent (10%) of the original Principal amount.

(E) Pago de Costas y Gastos del Tenedor del Pagaré

Si el Tenedor del Pagaré me ha notificado que tengo la obligación de pagar la totalidad inmediatamente, según se establece anteriormente, o el Tenedor del Pagaré radica cobro judicial o cobro en un procedimiento de quiebra, el Tenedor del Pagaré tendrá derecho a cobrar sus costas y gastos para hacer valer este Pagaré (incluyendo, pero sin limitarse a, honorarios de abogado), los cuales se fijan en la suma pactada y liquida de diez por ciento (10%) de la suma Principal original.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

7. NOTIFICACIÓN

A menos que la ley aplicable requiera otro método, cualquier aviso que se me deba dar bajo este Pagaré se hará entregándome o enviándome por correo de primera clase, a la dirección de la Propiedad arriba indicada o a una dirección diferente, si le notifico por escrito una dirección diferente al Tenedor del Pagaré.

Cualquier notificación que deba dar al Tenedor del Pagaré, lo haré entregándola o enviándola por correo de primera clase a la dirección indicada en la Sección Tres (a) [3(a)], o a una dirección distinta que me haya notificado el Tenedor del Pagaré.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

8. OBLIGACIONES DE LAS PERSONAS BAJO ESTE PAGARÉ

Si más de una persona firma este Pagaré, cada persona queda plenamente y personalmente obligada a cumplir todas las obligaciones contenidas en este Pagaré, incluyendo la promesa de pagar la suma total adeudada. Cualquier persona que sea garantizadora, fiadora, o endosante de este Pagaré también queda obligada de esa manera. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un garantizador, fiador, o endosante de este Pagaré, quedará también obligada a cumplir todas las obligaciones contenidas en este Pagaré. El Tenedor del Pagaré podrá hacer valer sus derechos bajo este Pagaré contra cada persona individualmente, o contra todos nosotros conjuntamente. Esto significa que cualquiera de nosotros

podrá ser requerido a pagar todas las sumas adeudadas bajo este Pagaré.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons obligated to pay the Note that amounts due have not been paid.

9. RENUNCIAS

Yo y toda otra persona obligada bajo este Pagaré renunciemos a la Presentación y al Aviso de Incumplimiento. "Presentación" significa el derecho a requerir que el Tenedor del Pagaré reclame pago de sumas vencidas. "Aviso de Incumplimiento" significa el derecho a requerir que el Tenedor del Pagaré notifique a otras personas obligadas a pagar el Pagaré, que no se han pagado las sumas adeudadas.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

10. PAGARÉ GARANTIZADO UNIFORME

Este Pagaré es un instrumento uniforme con algunas alteraciones en algunas jurisdicciones. Además de las protecciones dadas al Tenedor del Pagaré bajo este Pagaré, una Hipoteca, Escritura de Fideicomiso, o Escritura de Garantía Colateral (la "Hipoteca"), de esta misma fecha, protege al Tenedor del Pagaré de posibles pérdidas que puedan resultar si no cumplo con las promesas que hago en este Pagaré. Esa Hipoteca describe cómo y bajo qué condiciones puedo ser requerido a pagar inmediatamente el total de todas las sumas que adeude bajo este Pagaré. Algunas de esas condiciones se describen a continuación:

Traspaso de la Propiedad o de un Interés Beneficiario del Deudor. Según se utiliza en esta Sección 18, "Interés en la Propiedad" significa todo interés propietario o beneficiario en la Propiedad, incluyendo, pero sin limitarse a, aquellos intereses beneficiarios transferidos como pacto condicional de traspaso, contrato para venta, contrato de venta a plazos o acuerdo de plica, cuya intención sea el traspaso de título por el Deudor a un comprador en fecha futura.

Si sin el previo consentimiento del Prestador se vende o traspasa toda o cualquier parte de la Propiedad, o cualquier Interés en la Propiedad (o en caso que el Deudor no sea una persona natural se vende o traspasa un interés propietario en el Deudor), entonces el Prestador podrá requerir el pago completo e inmediato de todas las cantidades aseguradas por esta Hipoteca. Sin embargo, el Prestador no ejercerá esta opción en caso que la Ley Aplicable la prohíba.

Si el Prestador ejerce esta opción, le dará aviso al Deudor de la aceleración del vencimiento. Conforme a la Sección 15, el aviso proveerá un período no menor de treinta (30) días a partir de su fecha, dentro del cual el Deudor vendrá obligado a pagar todas las cantidades aseguradas por esta Hipoteca. Si el Deudor dejare de pagar estas cantidades antes del vencimiento de este período, el Prestador podrá invocar cualquier remedio permitido por esta Hipoteca, sin más aviso o requerimiento al Deudor.

11. SECURITY INSTRUMENT

Payment of the indebtedness evidenced by this Note is secured by a Security Instrument dated on even date herewith, constituted by deed number 596 of the undersigned Notary Public.

11. HIPOTECA

El pago de la deuda evidenciada por este Pagaré está garantizado por una Hipoteca de esta misma fecha, constituida mediante la escritura número 596 del Notario Público infrascrito.

IN WITNESS THEREOF, WE HEREBY ACKNOWLEDGE AND SIGN THIS PROMISSORY NOTE.

EN TESTIMONIO DE LO CUAL RECONOCEMOS Y SUSCRIBIMOS ESTE PAGARÉ.

Jorge Ceballos Alicea (Signature)
Jorge Antonio Ceballos Alicea

(Firma)
Borrower
Deudor

Carmen L. Rodríguez Dávila (Signature)
Carmen Luisa Rodríguez Dávila

(Firma)
Borrower
Deudor

(Sign Original Only)
(Firmese el Original Solamente)

AFFIDAVIT NO.: 5,959
Testimonio Núm.: 5,959

---Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in
---Reconocido y suscrito ante mí por los arriba firmantes, de las circunstancias personales que se relacionan en la antes
the Mortgage Deed herein before described, whom I ATTEST are personally known to me.
descrita escritura de hipoteca y a quienes DOY FE de conocer personalmente.



[Signature]
Notary Public-Notario Público

PAY TO THE ORDER OF
Banco Popular de Puerto Rico
WITHOUT RECOURSE
POPULAR MORTGAGE, INC.

J.C.
CERO

**PREPAYMENT PREMIUM RIDER
ADDENDUM SOBRE PRIMA POR PAGO ANTICIPADO**

THIS MORTGAGE NOTE RIDER is made this 28th day of May, 2007, and is incorporated into and shall be deemed to amend and supplement the Note (the "Note") made by the undersigned ("Borrower"), in favor of POPULAR MORTGAGE, INC. ("Lender") and dated the same date as this Rider. The Note is secured by a security instrument dated on even date, as modified or amended, in favor of Lender.

EL PRESENTE ADDENDUM AL PAGARE es suscrito hoy 28 de mayo de 2007, y es incorporado como parte de y se considerará que enmienda y suplementa el Pagaré (el "Pagaré") suscrito por los suscribientes ("Deudor"), en favor de POPULAR MORTGAGE, INC. ("Prestador") y con la misma fecha del presente Addendum. El Pagaré está garantizado por una Escritura Hipoteca de esta misma fecha según enmendada y/o modificada a favor del Prestador.

BY VIRTUE OF THIS RIDER the Note is amended as follows:

EN VIRTUD DEL PRESENTE ADDENDUM el Pagaré es enmendado como sigue:

4. BORROWERS RIGHT TO PREPAY

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayment (i) be made on the date monthly installments are due and (ii) be in the amounts of that part of one of more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

If, within five years from the date of this Note, the undersigned makes any prepayments in any twelve months period beginning with the date of this Note or anniversary date thereof ("loan year") with money lent to the undersigned by a lender other than the holder hereof, the undersigned shall pay the holder ("Premium") hereof (a) during the first year of the loan three percent (3%) of the amount by which the sum of the prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the second and third loan years two percent (2%) of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note. (c) During the fourth and fifth loan years, one percent (1%) of the amount by which the sum of overpayment made in any such loan year exceeds twenty percent of the original principal amount of this Note.

Although the Lender is not required to sell the Mortgage Note, if the Mortgage Note is sold to the Federal National Mortgage Corporation "Fannie Mae", Federal Home Loan Mortgage Corporation "Freddie Mac" any other investor that does not allow for such a premium to be enforced, the premium will not be enforced.

4. EL DERECHO DEL DEUDOR A PAGAR ANTICIPADO

El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluto de principal. El tenedor de este Pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que venzan plazos mensuales y (ii) sean en la cuantía de aquella parte de uno o más plazos mensuales que sería aplicable a principal. Cualquier pago parcial por anticipado será aplicado contra el principal insoluto y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiará el monto de dichos plazos, a menos que el tenedor de este Pagaré acuerde lo contrario por escrito.

Si dentro de cinco años desde la fecha de este Pagaré, los suscribientes hacen cualquier pago anticipado en cualquier periodo de doce meses consecutivos comenzando con la fecha de este Pagaré o la de sus aniversarios ("año del préstamo") con dineros prestados a los suscribientes por un prestador que no sea el tenedor del presente, los suscribientes pagarán al tenedor del presente ("Prima") (a) durante el primer año del préstamo el tres por ciento (3%) de la cuantía por la cual el total de los pagos anticipados hechos en cualquier año exceda el veinte por ciento de la cantidad original del principal de este Pagaré y (b) durante el segundo y tercer año del Préstamo, dos por ciento (2%) de la cuantía por la cual el total de los pagos anticipados hechos en ese año exceda al veinte por ciento de la cantidad original del principal de este Pagaré y (c) durante el cuarto y quinto año del préstamo, uno por ciento (1%) de la cuantía por la cual el total de los pagos anticipados exceda el veinte por ciento de la cantidad original del principal de este Pagaré.

EC
certa

A pesar de que el Prestador no está obligado a vender el Pagaré Hipotecario, en caso de que el Pagaré Hipotecario sea vendido al Federal Nacional Mortgage Corporation "Fannie Mae", Federal Home Loan Mortgage Corporation "Freddie Mac" o cualquier otro inversionista que no permita imponer dicha prima, la Prima no será impuesta.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Mortgage Note Rider.

—AL FIRMAR A CONTINUACIÓN, el Deudor acepta y acuerda los términos y condiciones que contiene el presente Addendum al Pagaré.

George Antonio Ceballos Alicea (Seal)
George Antonio Ceballos Alicea

Borrower
Deudor

Carmen Luisa Rodríguez Dávila (Seal)
Carmen Luisa Rodríguez Dávila

Borrower
Deudor

The foregoing simple copy is an exact duplicate of the original in the Protocol of the undersigned Notary Public.

NOTARY PUBLIC



---DEED NUMBER: FIVE HUNDRED NINETY SIX (596)---

---ESCRITURA NÚMERO: QUINIENTOS NOVENTA Y SEIS (596)---

---FIRST MORTGAGE---

---PRIMERA HIPOTECA---

---In the city of Guaynabo, Puerto Rico, this Twenty Eighth (28th) day of May, Two Thousand Seven (2007).---

---En la ciudad de Guaynabo, Puerto Rico, hoy día veintiocho (28) de mayo de Dos Mil Siete (2007).---

---BEFORE ME---

---JUAN LUIS ROMERO SANCHEZ, Notary Public in and for the Commonwealth of Puerto Rico, with residence in the city of Carolina, Puerto Rico, and with offices in San Juan, Puerto Rico,---

---ANTE MI---

---JUAN LUIS ROMERO SANCHEZ, Notario Público en y para el Estado Libre Asociado de Puerto Rico, con residencia en la ciudad de Carolina, Puerto Rico, y con oficinas en San Juan, Puerto Rico,---

---APPEAR---

---The person(s) named in Part SEVENTH (hereinafter "Borrower").---

---I, the Notary Public, give faith that I personally know the parties appearing herein, except as I may have otherwise clarified in the "ACCEPTANCE" section of this Security Instrument, and, through their statements, as to their ages, civil status, occupations and residences, who assure me that they have, and in my judgment they do have, the legal capacity to execute this deed, wherefore, they freely---

---COMPARECEN---

---La(s) persona(s) mencionada(s) en la Parte SÉPTIMA (en adelante el "Deudor").---

---Yo, el Notario Público, doy fe de que conozco personalmente a los comparecientes, a menos que haya aclarado lo contrario en la sección de "ACEPTACIÓN" de esta Hipoteca, y, por sus dichos, de sus edades, estado civil, ocupaciones y residencias, quienes me aseguran tener, y a mi juicio tienen, la capacidad legal necesaria para otorgar esta escritura, por lo que libremente---

---STATE AND COVENANT---

---DECLARAN Y CONVIENEN---

---FIRST: DEFINITIONS: Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21 of Part FOURTH. Certain rules regarding the usage of words used in this document are also provided in Section 16 of Part FOURTH.---

---PRIMERA: DEFINICIONES: Palabras usadas en varias secciones de este documento se definen más adelante y otras palabras se definen en las Secciones 3, 11, 13, 18, 20 y 21 de la Parte CUARTA. La Sección 16 de la Parte CUARTA también contiene ciertas reglas referentes al uso de vocablos en este documento.---

---(A) Security Instrument means this document, in which the date and place of execution are stated on page number one, together with all Riders---

to this document executed by the Borrower.-----

----(A) Hipoteca significa este documento, en el cual la fecha y sitio de otorgamiento se indican en la primera página, conjuntamente con todas las Cláusulas Adicionales a este documento que otorgue el Deudor. -----

----(B) Borrower is (are) the person(s) mentioned in Part SEVENTH and is the mortgagor under this Security Instrument.-----

----(B) Deudor es (son) la(s) persona(s) mencionada(s) en la Parte SÉPTIMA, y es el deudor hipotecario en esta Hipoteca. -----

----(C) Lender is the entity mentioned in Part EIGHTH. Lender is an entity organized and existing under the laws of the jurisdiction indicated in Part EIGHTH. Lender's address is the one that appears in Section 3(A) of the Note and in Part EIGHTH of this Security Instrument. Lender is the mortgagee under this Security Instrument.-----

----(C) Prestador es la entidad mencionada en la Parte OCTAVA. El Prestador es una entidad organizada y existente bajo las leyes de la jurisdicción que se indica en la Parte OCTAVA. La dirección del Prestador es la que aparece en la Sección (3)(A) del Pagaré y en la Parte OCTAVA de esta Hipoteca. El Prestador es el acreedor hipotecario en esta Hipoteca. -----

----(D) Note means the promissory note signed by Borrower on this same date, payable to the order of Lender, bearing affidavit number-----
five thousand nine hundred fifty nine (5,959)-----

of the undersigned Notary Public. The Note states that Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand U.S. Dollars (U.S. \$125,000.00), plus interest at an annual rate of Seven point Five Zero Zero percent (7.500%). Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June First (1st), Two Thousand Thirty Seven (2037).-----

----(D) Pagaré significa el pagaré firmado por el Deudor en esta misma fecha, pagadero a la orden del Prestador, bajo el testimonio número
cinco mil novecientos cincuenta y nueve (5,959)-----

del Notario Público infrascrito. El Pagaré establece que el Deudor le adeuda al Prestador la suma principal de Ciento Veinticinco Mil U.S. Dólares (U.S. \$125,000.00), más intereses a la tasa anual de Siete punto Cinco Cero Cero por ciento (7.500%). El Deudor ha prometido pagar esta deuda en Pagos Periódicos regulares y pagar la deuda total no más tarde de primero (1ro.) de junio de dos mil treinta y siete (2037). -----

----(E) Property means the property described in Part FIFTH, together with all improvements now or hereafter erected thereon, all easements, appurtenances and fixtures now or hereafter a part thereof, and all replacements and additions thereto. The Property's address is that stated in the Note. -----

----(E) Propiedad significa la finca que se describe en la Parte QUINTA, conjuntamente con todas las mejoras existentes o que en se puedan allí erigir en el futuro, todas las servidumbres, accesorios y bienes inmuebles por destino que ahora o en el futuro formen parte de la misma, y todos los reemplazos y añadiduras a lo anterior. La dirección de la Propiedad es la que se establece en el Pagaré. -----

----(F) Loan means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. -----

---FIFTH: THE PROPERTY. The description of the Property is:---

---QUINTA: LA PROPIEDAD. La descripción de la Propiedad es:---

---URBANA: Solar marcado con el número Quince (15) del Bloque "HL" de la Urbanización Villa Fontana del Barrio Sabana Abajo del término municipal de Carolina, con un área de Doscientos Setenta y Nueve punto Treinta metros cuadrados (279.30 m.c.). Colindando; por el NORTE, con vía número veinticuatro (24), antes Calle número Veintiocho (28), en trece punto treinta (13.30) metros; por el SUR, con paseo y solar número trece (13), en treinta punto treinta (30.30) metros; por el ESTE, con el solar número dieciséis (16), en veintiuno punto cero cero (21.00) metros; y por el OESTE, con el solar número catorce (14), en veintiuno punto cero cero (21.00) metros.---

---Enclava una casa.---

---SIXTH: The Property is recorded as follows, and any liens and encumbrances of record are listed below:---

---SEXTA: La Propiedad está inscrita como sigue, y las cargas y gravámenes que surgen del Registro se indican a continuación:---

---Consta inscrita a favor de ZORAINE ESTHER JIMENEZ QUINONES, soltera, quien la adquirió por compra que le hiciera a Daisy Morales Vélez y Joel Martínez Maldonado, por el precio de Cien Mil Dólares (\$100,000.00), según consta de la escritura número Trescientos Treinta y siete (337), otorgada en San Juan, el diecinueve (19) de septiembre de dos mil cinco (2005) ante el Notario Charles Candelaria Farrullá, inscrita al Sistema Agora de Carolina, finca número seis mil seiscientos ochenta y dos (6,682), inscripción séptima (7ma.), Registro de la Propiedad, Sección Primera (I) de Carolina.---

---Por su procedencia se encuentra afecta a:---

---a. Servidumbres y Condiciones Restrictivas.---

---Por si se encuentra afecta a:---

---HIPOTECA en garantía de un pagaré a favor de DORAL MORTGAGE CORPORATION, o a su orden, por la suma de Ochenta Mil Dólares (\$80,000.00), con intereses al siete punto setenta y cinco por ciento (7.75%) anual y venciendo el primero (1ro.) de octubre de dos mil treinta y cinco (2035), según consta de la escritura número Trescientos Treinta y Ocho (338), otorgada en San Juan, el diecinueve (19) de septiembre de dos mil cinco (2005) ante el Notario Charles Candelaria Farrullá, inscrita al Sistema Agora de Carolina, finca número seis mil seiscientos ochenta y dos (6,682), inscripción octava (8va.).---

---Jorge Antonio Ceballos Alicea y su esposa Carmen Luisa Rodríguez Dávila adquirieron la propiedad antes descrita de Zoraine Esther Jiménez Quinones, por el precio de Ciento Veinticinco Mil Dólares (\$125,000.00), según consta de la Escritura de Compraventa número quinientos---
---noventa y Cinco (595)---

---otorgada en Guaynabo, Puerto Rico, el veintiocho (28) de mayo de dos mil siete (2007) ante el(la) Notario Público Juan Luis Romero Sánchez---

ser presentada al Registro de la Propiedad correspondiente
rójimamente.---

SEVENTH: BORROWER. The Borrower is (are):
SÉPTIMA: DEUDOR. El Deudor es (son):

Jorge Antonio Ceballos Alicea, warehouse employee;
Jorge Antonio Ceballos Alicea, empleado de almacén;

and Carmen Luisa Rodríguez Dávila, pensioned
y Carmen Luisa Rodríguez Dávila, pensionada

both of legal age, married to each other, and residents of Carolina, Puerto
ambos mayores de edad, casados entre sí y vecinos de Carolina, Puerto

Rico.

Rico.

I, the Notary, attest that the appearing parties are personally known to me.
Yo, el Notario, doy fe de conocer personalmente a los comparecientes.

EIGHTH: LENDER. The Lender to whose order the Note has been
issued and delivered is:

OCTAVA: PRESTADOR. El Prestador a la orden de quien el Pagaré
se ha emitido y entregado es:

POPULAR MORTGAGE, INC.,

POPULAR MORTGAGE, INC.,

a domestic corporation duly organized and existing
una corporación doméstica debidamente organizada y

under the laws of Puerto Rico, with domicile and main
existente bajo las leyes de Puerto Rico, con domicilio y

office in the City of San Juan, Puerto Rico.

oficina principal en la ciudad de San Juan, Puerto Rico.

Lender's address is:

La dirección del Prestador es:

Popular Mortgage, Inc., Altamira Popular Center,

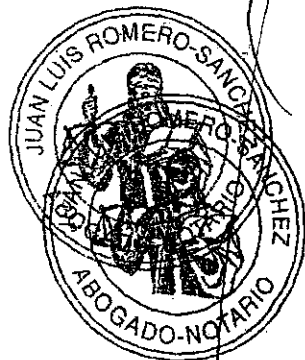
Popular Mortgage, Inc., Altamira Popular Center,

1901 Jesús T. Piñero Avenue, San Juan, PR 00920,

1901 Avenida Jesús T. Piñero, San Juan, PR 00920,

or such other address as Lender may indicate in writing.

otra dirección que el Prestador indique por escrito.



-----**WARNINGS**-----

-----The Notary Public certifies that he or she has advised the Lender and the Borrower that, if the Property is subject to one or more liens that enjoy prior rank over this Security Instrument, the Lender will retain from the proceeds of the Loan a sum sufficient to pay and cancel said liens. The Lender, by the disbursement of funds evidenced by the Note, has agreed to remit payment thereof to the holders of such liens within five (5) working days following the execution of this Security Instrument, in order to secure the cancellation of such liens; although there is no absolute guaranty that said cancellation will be performed. The Borrower has the right to require that such liens be cancelled concurrently with the execution of this Security Instrument, but is advised that, as in most cases, promissory notes secured by mortgages may not be available for cancellation at this time. These warnings having been made, the Borrower hereby waives the right to require that said liens be cancelled concurrently with the execution of this Security Instrument.-----

-----**ADVERTENCIAS**-----

-----El Notario Público certifica que ha advertido al Prestador y al Deudor que de estar la Propiedad afecta a uno o más gravámenes de rango superior a esta Hipoteca, el Prestador retendrá del producto del Préstamo la suma suficiente para cancelarlos. El Prestador, mediante el desembolso de los fondos evidenciados por el Pagaré, ha acordado remitir pago de los mismos a los tenedores de dichos gravámenes dentro de cinco (5) días laborables luego del otorgamiento de esta Hipoteca, con el fin de asegurarse de la cancelación de los mismos; no obstante, no hay garantía absoluta que se lleve a cabo dicha cancelación. El Deudor tiene derecho a requerir que se cancelen dichos gravámenes concurrentemente con la constitución de esta Hipoteca, pero se le advierte que, como en la mayoría de los casos, los pagarés garantizados por hipotecas pueden no estar disponibles para cancelación en este momento. Habiéndose hecho estas advertencias, el Deudor por la presente renuncia a su derecho de requerir que dichos gravámenes se cancelen concurrentemente con la constitución de esta Hipoteca.-----

-----If the Borrower has the right under Applicable Law to rescind this transaction, then the Lender will not disburse any of the proceeds of the Loan until the rescission period has expired, or until the Borrower waives said rescission right as provided by Applicable Law.-----

-----Si la Ley Aplicable concede al Deudor el derecho a rescindir esta transacción, entonces el Prestador no desembolsará ningún producto del Préstamo hasta que haya expirado el periodo de rescisión, o hasta que el Deudor renuncie dicho derecho de rescisión en la forma que manda la Ley Aplicable.-----

-----El Notario autorizante advierte a las partes comparecientes, y en específico al DEUDOR HIPOTECARIO, que de los fondos del refinanciamiento otorgado se está(n) pagando el(los) balance(s) de cancelación de la(s) hipoteca(s) que gravan la(s) propiedad(es) inmueble(s) antes mencionada(s) objeto de esta escritura pública, mediante cheque(s) mostrados a las partes comparecientes, el(los) cual(es) ha(n) de ser remitido(s) al(los) acreedor(es) hipotecario(s), con el propósito de que sea(n) canceladas dicha(s) hipoteca(s), lo cual no constituye una garantía absoluta de que ello así será hecho. El DEUDOR HIPOTECARIO tiene el derecho de exigir que la(s) referida(s) hipoteca(s) sea(n) cancelada(s) en el mismo acto del refinanciamiento, pero se le advierte al DEUDOR HIPOTECARIO que en la mayoría de las ocasiones el(los) pagaré(s) hipotecario(s) no está(n) disponible(s) para que sea(n) cancelado(s). El DEUDOR HIPOTECARIO por la presente, renuncia voluntariamente a dicho derecho, estando consciente de los riesgos y consecuencias que conlleva el que no se cancele(n) dicha(s) hipoteca(s) a pesar de las advertencias hechas por el Notario autorizante en este acto. Se advierte, además, que bajo el "Federal-Truth-In-Lending Act" y las-----

regulaciones pertinentes, a menos que el DEUDOR HIPOTECARIO renuncie a dicho derecho de rescindir, bajo los criterios del Reglamento Z (Truth-In-Lending) la institución financiera no hará desembolso alguno, excepto en una cuenta de plica hasta tanto el periodo de rescisión haya expirado y la institución financiera esté satisfecha que el DEUDOR HIPOTECARIO no ha rescindido.

—Quedan advertidas las partes, en específico los Deudores Hipotecarios, que el proceso de cancelación de hipoteca(s) será llevado a cabo con posterioridad a este otorgamiento por un notario distinto al aquí autorizante y escogido por el Acreedor Hipotecario. El Notario Autorizante no tendrá participación en etapa alguna de dicho proceso, por lo que no asume responsabilidad por el mismo.

ACCEPTANCE

—The appearing parties accept this deed in its entirety and I, the Notary Public, made to the appearing parties the necessary legal warnings concerning the execution of the same. I, the Notary Public, advised the appearing parties as to their right to have witnesses present at this execution, which they waived. The appearing parties, having read this deed in its entirety, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. Whereupon the appearing parties sign this deed, before me, the Notary Public, and sign their initials on each and every page of this deed.

ACEPTACIÓN

— Los comparecientes aceptan esta escritura en su totalidad, y yo, el Notario Público, hice a los comparecientes las advertencias legales pertinentes relativas a este otorgamiento. Yo, el Notario Público, advertí a las partes comparecientes de su derecho a tener testigos presentes en este otorgamiento, al cual derecho renunciaron. Habiendo los comparecientes leído esta escritura en su totalidad, la ratifican totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones, términos y condiciones. En virtud de lo cual, los comparecientes firman esta escritura ante mí, el Notario Público, y fijan sus iniciales en cada uno de los folios de esta escritura.



---I, the Notary Public, do hereby certify and give faith as to everything stated and contained in this instrument.---

---Yo, el Notario Público, por la presente certifico y doy fe de todo lo declarado y contenido en este instrumento.---

Yorgel Ceballos Alicia
Carmen L. Rodriguez Paula

[Signature]



J.C.
Ceped.



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN THE MATTER OF:

JORGE ANTONIO CEBALLOS ALICEA
CARMEN LUISA RODRIGUEZ DAVILA

Debtor(s)

CASE NO. 08-01139 SEK

CHAPTER 13

VERIFIED STATEMENT

I, JOSE D. HERNANDEZ, of legal age, single, Manager of the Legal Division and Bankruptcy Department at Banco Popular of Puerto Rico and resident of Guaynabo, Puerto Rico, declare under penalty of perjury as follows:

That as to this date July 15, 2010, by a search and review of the records kept by BANCO POPULAR PUERTO RICO - MORTGAGE DIVISION in the regular course of business in regard to debtor account with this bank there is no information that will lead the undersign to belief that debtor is a regular service member either on active duty or under a call to active duty, in the National Guard or as a Commission Officer of the Public Health Services or the National Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change as to this date.

That as part of my search I examined the documents and records available to me within our computer system.

IN TESTIMONY WHEREOF I SIGN THESE PRESENTS under penalty of perjury, in San Juan, Puerto Rico this 15 day of July, 2010.


JOSE D. HERNANDEZ

Department of Defense Manpower Data Center

Jul-15-2010 08:19:58



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
CEBALLOS	JORGE ANTONIO	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:IBAHTV55VQ

Department of Defense Manpower Data Center

Jul-15-2010 08:21:34



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
RODRIGUEZ	CARMEN LUISA	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
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Report ID:4P3USPK15